QUESTICA LICENSE AND SERVICE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the "**Agreement**") is made this September 15, 2020 (the "**Effective Date**") by and between QUESTICA LTD., a corporation incorporated under the laws of the State of Delaware ("**Questica**") and **City of Meridian, Idaho**, including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "**City**").

BACKGROUND

A. Questica has made a substantial investment in the development of the QUESTICA BUDGET computer software products identified in the attached Quotation (the "**Software**"), and in the development of documentation related thereto (the "**Documentation**" and together with the Software, the "**Work**").

B. Questica has the right to license the Work to third parties.

C. The City wishes to use the Work, and Questica has agreed to license such use, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Questica and City (collectively, the "**Parties**" and individually, a "**Party**") agree as follows:

1. PERMITTED USE. Subject to the terms of this Agreement, Questica hereby grants to City a perpetual, personal, revocable, non-transferable and non-exclusive license to use the Software, solely in executable code format, and the Documentation provided therewith, solely for City's own internal business purposes exclusively within the facilities and sites within the jurisdiction of the City.

If City wishes to use the Software at or from an additional site or sites outside of its jurisdiction, City agrees to obtain a separate license for such site(s). City's right to use the Software and the Documentation is limited to those rights expressly set out herein. City shall not use the Software, in whole or in part, on behalf of or for the benefit of any other Person, including an affiliate of the City, except as expressly provided herein.

1.1 PERSONNEL WORK-AT-HOME RIGHTS. City's personnel (its employees and contractors) may use the Software from their homes as an extension of the license granted to the City, for business related purposes. City personnel may not use the Software at home for personal purposes. For greater clarity, City shall be responsible for the use of the Work by any contractors, including any actions of omissions of such contractors, as though they were employees of City.

City shall promptly deny access to the Software to (a) any employee or contractor who is no longer employed by License; or (b) any staff member would not normally require the use of the Software in the at-work environment.

1.2 PERMITTED CUSTOMIZATIONS. Questica also grants the City a non-sublicensable, non-exclusive, non-transferable right to create, or to have created on its behalf, "Permitted Customizations" to the executable code components of the Software solely for internal use and only for use as part of and in conjunction with the related Software. "Permitted Customizations" is custom software or reports which are developed that access or interact with the Software or its associated database(s). The City may only create Permitted Customizations that do not require the source code of the Software to create the Permitted Customizations.

Permitted Customizations Do Not Inhibit Questica's Right to Innovate. Independently, Questica is continually innovating and improving the Software to meet the needs of its customers. The City acknowledges that, while it has the ability to create its own Permitted Customizations, Questica must not be prevented from continuing to develop and enhance its software in any respect, even if such modifications may be similar to the Permitted Customizations in functionality, appearance or otherwise. Questica retains the right to (i) develop any modifications which may be similar to the Permitted Customizations; and (ii) integrate any or all of such modifications into its core product.

1.3 RESTRICTIONS ON USE. Except as set forth herein, City shall (a) not copy the Software except to copy it onto the site computers being used by City and to make copies of the Software solely for backup, training, disaster recovery or testing purposes; (b) not copy any of the Documentation for any use outside the site; (c) not assign this Agreement or transfer, lease, export or grant a sub-City of the Work or the license contained herein to any Person or organization except as and when authorized to do so by Questica in writing; (d) not reverse engineer, decompile or disassemble the Software; (e) not use the

Work except as authorized herein; (f) take such precautions with respect to the Software, as it would take to protect its own proprietary software or hardware or information. For the purposes of this Agreement, "Person" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other judicial entity recognized by law.

2.   OWNERSHIP AND COPYRIGHT. Questica is the owner of all intellectual property rights in the Work, related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work or in any magnetic media or other physical media provided therewith is transferred to the City by this Agreement.

Questica shall defend City against any claim that the Work infringes a registered Canadian or United States' patent, copyright or trade-mark of any third party and Questica will pay resulting cost, damages and reasonable legal fees finally awarded, provided that i) City promptly notifies Questica in writing of the claim; and ii) Questica has sole control of the defense and all related settlement negotiations.

If such claim has occurred or in Questica's opinion is likely to occur, City agrees to permit Questica at its option and expense, either to procure for City the right to continue using the Work or to replace or modify the same so that it becomes non-infringing without loss of functionality.

Questica shall have no obligation to defend City or to pay costs, damages or legal fees for any claim based upon use of other than a current unaltered release of the Work, if such infringement would have been avoided by the use of a current unaltered release thereof.

The foregoing states the entire obligations of Questica with respect to infringement or proprietary or intellectual rights of third parties.

3.   LIMITED WARRANTY. Questica warrants that so long as Product Maintenance and Support services are provided by Questica that the Software, when properly installed, will perform substantially in accordance with the Documentation provided in connection therewith. If the Software does not so perform during such period, Questica will correct, at no cost to City, programming errors in the Software to make the Software so perform provided that i) the Software has been properly used by the City in accordance with Documentation provided in connection therewith; ii) City notifies Questica of the programming errors and describes the nature of the suspected errors and of the circumstances in which they occur; iii) Questica, using reasonable efforts, is able to confirm the existence of the programming errors; and iv) City or any third party has not changed or modified the Software.

City agrees that Questica shall not be liable to the City or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Documentation or any other related materials, or for any other special, indirect, incidental or consequential damages arising from or occasioned by the use of the Software, the Documentation or the related materials, or the failure or omission on the part of Questica to comply with its obligations under this Agreement.

The City hereby agrees that Questica's maximum liability for any claim arising in connection with the Work or otherwise under this Agreement (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the total Fees paid by the City.

THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS AND IMPLIED) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN.

4.   LIMITATIONS OF REMEDIES AND DAMAGES. Subject to Section 16 hereof, Questica's entire liability and the City's exclusive remedy under this Agreement shall be i) if Questica is in breach of the Limited Warranty, to require Questica to replace any defective media or to correct any defects and make any modifications which are necessary to cause the Software to confirm in all material respects to the Documentation; or ii) the termination of this Agreement.

In the event of any such termination, Questica shall not be liable in the aggregate for any damages which exceed the amount paid hereunder by the City to Questica as Software License Fees. In no event shall Questica be liable for indirect, special, incidental, or consequential damages, even if advised of the possibility of such damages.

5.   DISPUTE RESOLUTION / ARBITRATION. In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within ten (10) Business Days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute. For the purposes of this Agreement, a "**Business Day**" shall mean a day other than a Saturday, Sunday, or statutory holiday in Ontario.

Escalation Level	Questica Management Level	City Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 Business Days
Second Level	Director - Customer Success	Finance Department Manager	10 Business Days
Third Level	Vice President - Professional Services	Director of Finance or Treasurer	10 Business Days

If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute may be referred to arbitration by a single arbitrator if mutually agreed by the parties in writing. In the event that the parties do not agree on arbitration or other form of dispute resolution, either party may pursue litigation in a court of appropriate jurisdiction in the State of Idaho

(a)   Except as provided above, or any other circumstance in which a party seeks an injunction or other equitable relief from the courts, Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Idaho before one arbitrator, including lawyers with 10 years of active practice in relevant information technology or intellectual property matters. The arbitration shall be administered by (i) JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures if City is U.S. based or if City is from outside the United States, in accordance with the JAMS International Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitrator shall not award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. The parties shall maintain the confidential nature of the arbitration proceeding and any award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce.

(b)   Notwithstanding the provision in Section 5(a) with respect to applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

(c)   In the event of any action or proceeding (including arbitration) brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable legal fees arising from such action or proceeding.

6.   IRREPARABLE HARM. City acknowledges and agrees with Questica that the breach by it of any of the provisions of Sections 1- 4, 9 or 10 of this Agreement would cause serious harm to Questica which could not adequately be compensated for in damages and in the event of a breach by City of any of such provisions, City understands that an injunction may be issued against it restraining it from any further breach of such provisions, but such actions shall not be construed so as to be in derogation of any other remedy which Questica may have in the event of such breach.

7.   TERMS OF SERVICE. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

8.   FEES AND PAYMENTS FOR SERVICES

8.1   **Payment.** Payment is required in the currency quoted. Terms are Net-30 days from the date of receipt of invoice, and acceptance of the applicable milestone, as defined in the Project Payment Schedule. Only activities approved in a Scope of Work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the Scope of Work. The City Project Manager will compare the invoice against the Project Payment Schedule in the Agreement for compliance. Upon approval that the work has been done and is in compliance with the Agreement, not to be unreasonably withheld, the City Project Manager will approve the pay request for processing. No compensation will be paid over the Not-to-Exceed amount without prior written approval by the City in the form of a Change Order.

8.2   **Invoicing.** City will provide Questica with a valid purchase order or alternative document reasonably acceptable to Questica. Questica will invoice City in accordance with the relevant Payment Schedule.. City is responsible for providing complete and accurate billing and contact information to Questica and notifying Questica of any changes to such information.

8.3   **Suspension of Service and Acceleration.** If any amount owing by City under this or any other agreement for Questica services is 30 or more days overdue, Questcia may, without limiting Questica's other rights and remedies, accelerate City unpaid fee obligations under such agreements so that all such obligations become immediately due and payable,

and suspend Questica services to the City until such amounts are paid in full. Questica will give City at least 7 days prior notice that the City's account is overdue, in accordance with Section 11.1 (Manner of Giving Notice), before suspending services to the City.

8.4   **Payments and Disputes.** Questica shall not exercise rights under 8.3 (Suspension of Service and Acceleration) if City are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

9.   PRODUCT MAINTENANCE AND SUPPORT. For the first year of this Agreement, upon paying the City Fee and for each year thereafter, provided that City continues to pay the Product Maintenance and Support Fees in accordance with the fees set out in Appendix A, Questica shall provide the Maintenance and Technical Support Services (the "**Services**") for the software as outlined in Appendix B, if the City is not otherwise in breach of the provisions of this Agreement. If payment of the annual fee is not received by Questica before the first business day of the next additional year, Questica's obligation to provide the Services shall be terminated. Starting in year 4 and each year thereafter, an inflationary increase of 3% or CPI would apply, whichever is less. Questica may elect not to increase these fees in any year, however no such waiver shall preclude Questica from applying the escalation to any subsequent year or part of a year, and from making the subsequent application as if all subsequent escalation had been duly made over the period since the last increase.

10. IMPLEMENTATION SERVICES. Questica shall provide the professional service as defined in the Scope of Work ("SOW"), Appendix C, in a professional manner, consistent with industry standards. Unless otherwise agreed upon by both parties, or as the result of a delay on the part of Questica, the obligation to provide professional services to the City expires the earlier of:

　　　1) completion of the services described in the SOW
　　　2) 12 months from the effective date of this Agreement.

11. ACCEPTANCE OF CUSTOM WORK. Within thirty (30) business days from the delivery of each individual Custom Work, the Customer/City shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the City's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until City finally declares the Customizations satisfactory. In the absence of a written response within 30 Business Days after the delivery of the Customizations or once the City has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

12. RESERVED.

13. TRAVEL COSTS. Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, City of Meridian's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.

14. CONFIDENTIAL INFORMATION. Each of the Parties shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own confidential information) to protect from disclosure the confidential information only to its employees or agents who require access to it for the purpose of this Agreement or as otherwise provided in this Agreement. For the purposes of this Section, "confidential information" means all data information which when it is disclosed by a Party is designated as confidential and shall include the Work and any other proprietary and trade secrets of Questica to which access is obtained or granted hereunder to City; provided, however that confidential information shall not include any data or information which (a) is or becomes publicly available through no fault of the other Party, (b) is already in the possession of the Party prior to its receipt from the other Party, (c) is independently developed by the other Party, (d) is rightfully obtained by the other Party from a third party, (e) is disclosed with the written consent of the Party whose information it is, or (f) is disclosed pursuant to court order, or other legal compulsion.

15. NONDISCLOSURE OF AGREEMENT. Neither Party shall disclose the terms of this Agreement except as required by law or governmental regulation, without the other party's prior written consent, except that either Party may disclose the terms of this Agreement on a confidential basis to accountants, legal counsel, and financial advisors and lenders.

16. TERMINATION. This Agreement is effective as of the Effective Date and shall continue unless and until this Agreement is terminated as described herein. City may terminate this Agreement if Questica is declared insolvent, has assigned this Agreement in violation of the terms and conditions herein, or has made an assignment for the benefit of creditors.

After a one-year period from the Effective Date, the City may terminate this Agreement at any time for any reason, or no reason, providing their financial obligations to Questica as detailed in Appendix A have been satisfied and paid in full. If the Agreement is terminated in this manner, no refund will be provided for any maintenance or support services paid in advance.

In the event that City shall be in breach of any provisions of the Dispute Resolution / Arbitration Section outlined in this Agreement, Questica may provide notice of such breach to City, who shall have thirty (30) days from the date of such notice to cure or rectify the said breach. Should City fail to cure or rectify the said breach in the said thirty (30) days, Questica may terminate this

Agreement. Such termination by Questica shall be in addition to and without prejudice to such rights and remedies as may be available to Questica including injunction and other equitable remedies.

The provisions of Sections 1-3, 5, 14-18, 23, 24 and 26 herein shall survive the termination of this Agreement.

17. TRANSITION ASSISTANCE. In the event that City has entered into or enters into agreements with other contractors or government institutions for additional work related to the capital or operating Budgeting process, Questica agrees to reasonably cooperate with such other parties. Questica shall not commit any act which will unnecessarily interfere with the work performed by any such third parties.

In the event of termination of this Agreement, Questica agrees that it shall provide reasonable assistance to, and shall not hinder a complete transition of the software functionality being terminated from Questica and its subcontractors to the City, or to any replacement provider designated by the City, without any material interruption of or material adverse impact on the services provided hereunder or any other services provided by third parties. Any additional services requested by City during the transition assistance period shall be provided by Questica at Questica's then-standard rates.

18. NOTICE. Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any party shall be in writing and shall be sufficiently given if delivered personally to such party, or if sent by prepaid registered mail or at such other address as the Party to whom such notice is to be given shall have last notified (in the manner provided herein) the Party giving such notice. Any notice delivered to the Party to whom it is addressed as provided herein shall be deemed to have been given and received on the day it is delivered at such address, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to a Party shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing provided that no postal strike or other postal service disruption is then in effect or comes into effect within four (4) Business Days after such mailing.

19. FORCE MAJEURE. Except as expressly provided otherwise in this agreement, dates and times by which any Party is required to render performance under this agreement or any schedule hereto shall be postponed automatically to the extent and for the period that such Party is prevented from meeting them by reason of any cause beyond its reasonable control (other than lack of funds), provided that the Party prevented from rendering performance notifies the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof, and provided further that such Party uses its reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

20. MEDIA RELEASES. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, Questica may use the City's name and identify the City as a Questica client in advertising, marketing materials, press releases and similar materials.

21. USE OF SUBCONTRACTORS. All persons assigned by Questica to perform obligations under this Agreement shall be employees or authorized subcontractors of Questica and shall be fully qualified to work under this Agreement. Questica shall use commercially reasonable efforts to make available an adequate number of appropriately qualified personnel are employed and available to satisfy its obligations as outlined in this Agreement.

22. EXPORT CONTROL. The Software is intended for distribution only in the United States and Canada. City agrees that it will not directly or indirectly, export or re-export the Software (or portions thereof) to any country, person, entity or end user subject to U.S. or Canadian export restrictions.

23. GOVERNING LAW AND JURISDICTION. This Agreement shall be governed by the laws of the State of Idaho and the federal laws of the United States of America without regard to the conflict of law provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Subject to Section 5 above, the parties attorn to the exclusive jurisdiction of the courts of Idaho in respect this Agreement.

24. MISCELLANEOUS. This Agreement, including all Schedules and Exhibits attached hereto, is the entire agreement between City and Questica pertaining to City's right to use the Work and supersedes all prior or collateral oral or written representations or agreement related thereto. Except as otherwise provided herein, no term or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

25. COOPERATIVE STATEMENT. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided Questica also agrees to do so.

26. AUTHORIZED RESELLER STATUS; OPTION TO PURCHASE AFFILIATE PRODUCTS. Questica is a subsidiary of GTY Technology Holdings Inc. ("GTY") and an authorized reseller of products and services produced and provided by other subsidiaries of GTY (such subsidiaries, "Questica Affiliates"). These products and services include software-as-a-service technology for the procurement and vendor supplier sourcing industry, digital services and payment technology through a

software-as-a-service platform, software solutions for grants management and indirect cost reimbursement and related implementation and consulting services, software tools to streamline permitting and licensing services, and additional web-based budgeting preparation, performance, management and data visualization solutions ("Affiliate Products"). Questica Affiliates include Bonfire Interactive Ltd., Bonfire Interactive US Ltd., eCivis Inc., CityBase, Inc., Open Counter Enterprise Inc. and Sherpa Government Solutions LLC. In addition to the products and services that are the subject of this Agreement, City has the option to purchase from either Questica, as an authorized reseller, or Questica Affiliates, Affiliate Products on terms and conditions, including pricing, to be agreed upon in writing by City and Questica or City and the applicable Questica Affiliate.

27. HEADINGS; SEVERABILITY. The headings and other captions in this Agreement are for convenience and reference only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement. In the event that any provision hereof is found invalid or enforceable pursuant to judicial decree or decision, any such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

CITY OF MERIDIAN, IDAHO (CITY)

Per   _____

       Name, Title

Date_____

I have authority to bind the organization

QUESTICA LTD.

Per   _____

       Name, Title

Date_____

I have authority to bind the organization

APPENDIX A – Order Form

Description	Qty	Total
Questica Budget Framework **_Includes 1 Seat (Operating, Salaries, & Capital)_**	1	
Additional Operating License Seats	54	
Additional Salaries License Seats	9	
Additional Capital License Seats	54	
Unlimited Read-Only Licenses	Included	
Allocations	Included	
Statistical Ledger	Included	
Performance	Included	
Read only applies to Operating, Salaries, and Capital modules only		
Total Software (One-Time Cost):		**$112,892**
Total Annual Maintenance and Support (Due Annually):		**$28,223**
Professional Services (Per Statement of Work)		
Design, Analysis & Configuration	Included	
Project Management	Included	
Training	Included	
Integrations	Included	
Customizations	Included	
Custom Reports	Included	
IT Services	Included	
Total Professional Services (One-Time Cost):		**$160,200**
Travel expenses, if applicable	Not Included	
Total Travel Expenses:		**$ -**
Discount, including year 1 maintenance		**-$50,803**
Grand Total Year 1		**$250,512**

F.H. Black/CaseWare Order Form

Description	User Count		
Standard Operating Budget Book	1		

Includes: **Questica Budget Book remote implementation**
 	
• 32 hours of initial Train-the-trainer training (CaseWare Champion) in FHB (F. H. Black & Company Incorporated) standard online training sessions.
 	
• Implementation and configuration of CaseWare's standard Budget Book library:
 	
   o Review Questica setup, account groups & cost centers and configuration of CaseWare to support these structures.
 	
   o Configure standard content and identify requested modifications to:
 	
      ▪ Fonts, indents & margins
 	
      ▪ Ordering of documents
 	
   o Initial configuration of standard content with client standards
 	
   o Configuration & testing of Questica Integration
 	
   o Guidance to client on their tasks (inserting schedules, pictures, embedded PDFs etc.)
 	
   o 30 hours of Aftercare annually. Typically, clients use Aftercare to work with FHB consultants to install updated versions of software, tweak the style sheets to change the presentation of their data, re-configure existing content, group new G/L accounts, modify groupings, address reorganizations, and other common tasks. Aftercare does not cover customization of existing content or development of new custom content that the Client may wish to add.
 	
As part of this engagement, the Client will:
 	
• Provide on-going guidance to the FHB team respecting presentation and disclosure requirements, general ledger structure, year-end processes, etc., as necessary.
 	
• Develop and submit to the FHB team Questica Ad-Hoc Reports that contain all automated values and narrative to be included in the standard budget book content.
 	
• Should Questica Budget groupings be insufficient for Budget Book requirements, group all accounts by Object and by Function as recommended/advised by FHB within a CaseWare Working Papers file.
 	
• Reconcile the financial data within the Working Papers file as necessary to agree with previously published reports. This process may also require posting adjusting journal entries within CaseWare. If this is necessary, the client will be responsible for this work.
 	
• Provide a mapping/group legend for each value in the statements, schedules and notes.
 	
• Complete miscellaneous tasks as may be assigned during the implementation including the configuration of any work papers deemed necessary to automate complex values.
 	
• Review, test and sign-off on all FHB work within five (5) business days of receipt of FHB's work.
 	
• Attend CaseWare Working Papers and Financials Template courses as deemed necessary by FHB. The cost of this training is included in the annual fee for a single user (Champion) only.			

Annual Cost	$15,250		

CIP Add-On	$5,350		
Annual Cost Standard Operating and CIP Budget Book	$20,600		

Recommended contingency for customization

While the CaseWare solution is highly configurable, there may be some items, such as a list of transfer payment recipients that may require customization, which cannot be accurately estimated without a discussion with F.H. Black consultants. F.H. Black would recommend a contingency of $1,500 for the first such schedule with an incremental charge for each similar instance, dependent on the availability and standardization of the required information by department.

Pricing Notes

- All pricing in US dollars
- Applicable Taxes Extra
- Terms of Payment:
  - **Initial Software Installation:**
    - Payment due as per Milestone 4 and 4.1 in the following Project Payment Schedule
  - **Annual Maintenance & Support:**
    - Questica Budget Maintenance ($28,223) due 365 days from Contract Effective Date and annually thereafter
    - CaseWare annual subscription ($20,600) due 365 days from Contract Effective Date and annually thereafter
  - **Professional Services:**
    - Payment due as per the following Project Payment Schedule

Milestone #	Deliverable	Description	Acceptance Criteria	Amount
MS1	Project Kickoff	Project managers for both the City and Questica will conduct a project kick-off with all vested City employees	Completion of kick-off meeting between Questica and City staff	$13,770.00
MS2	Configuration Requirements Documentation (CRD)	Compile configuration requirements for Questica Budget Software	City Project Manager signed-off CRD	$13,770.00
MS3	Implementation Plan	City and Questica will establish an implementation plan	Completion and acceptance of implementation plan by all involved Project Managers	$13,770.00
MS4	Software Installation	Questica to install budget software on City network	Completion and acceptance of software install	$90,312.00
MS4.1	Software Installation- Budget Book	Questica to install CaseWare Software on City network	Completion and acceptance of software install	$20,600.00
MS5	Data mapping/Migration/Integration	Questica will establish proper mapping/migration/integration of City data with Questica Budget Software	City Project Manager signed-off of data migration/integration	$34,425.00

MS6	Historical Data Validation	Historical budget and actual data validation	City Project Manager signed-off of historical budget and actual data	$20,655.00
MS7	Training	Questica to provide all agreed upon training to identified City staff	Formal acceptance that all agreed upon training that has been provided by Questica to the identified City employees	$20,655.00
MS8	Launch / Go-Live	Questica Budget Software available for launch	The availability of Questica Budget Software for live launch meeting all requirements identified in the SOW	$13,770.00
MS9	Retainage	Retainage for total contract price to be released upon final acceptance of Questica Budget Software	Completion of all previous Milestones per Payment Schedule	$6,885.00
MS10*	Custom Reports	Development of custom reports as defined by the City	City Project Manager signed-off on custom reports	$22,500.00
TOTAL				**$271,112.00**

- Above Professional Services subject to the corresponding Scope of Work.
- MS10 to be invoiced on a Time and Materials basis.
- Additional Professional Services to be provided at a rate of $225/Hour.

APPENDIX B – Maintenance and Technical Support Services

(A)   **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Citys generally ("**Updates**") but excluding any New Product (a "**New Product**" being a solution which, in Questica's determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

      I.   Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
      II.   New applications
      III.   Services associated with the application or installation of Updates

Installation of Updates is the responsibility of the City. If requested, Questica will provide assistance in the installation of Updates at its then current rates, including the testing of any site-specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(B)   **Technical Support Services.** Questica will provide phone and e-mail based technical support of a reasonable nature as described herein. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Technical Support Services include the support of Questica supplied integrations that have not been modified by the City. Each Technical Support Service incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the Software. Technical Support Service does not include:

      I.   Custom programming services;
      II.   On-site support;
      III.   Software installation or re-installation;
      IV.   Update Installation, or data and report updates required to support Updates;
      V.   City developed interfaces, API interactions, or customizations;
      VI.   City developed reports;
      VII.   End-User training or re-training;
      VIII.   City hardware issues;
      IX.   Correction of data issues derived from user error or Software misuse;
      X.   Changes to Questica developed custom reports or Permitted Customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests;
      XI.   Corrections to Questica developed custom reports or Permitted Customizations beyond six (6) months from the date of delivery (the upgrade protection period); and
      XII.   Changes to integration functionality made necessary due to City server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

City is responsible for all hardware, operating systems, network setup, network maintenance and setup, SSRS maintenance, SQL-Server database maintenance, IIS maintenance and setup, backup strategy, disaster recovery strategy and the use of any file access control systems required in the support of the Software. City may be required to grant Questica certain limited access rights to City's computer systems in order to render Technical Support Services.

City is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support Service is available at no cost through Questica's normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time on Business Days. Extended coverage is available for an additional fee.

Scope of Work
Questica Budget Implementation for
City of Meridian

1. Revision History

Rev.	Date	Authors	Notes/Changes
1			

2. Scope of Work

In the Scope of Work tables, entries in the column headed "Scope of Work" are defined as follows:

Entry	Meaning
In scope	The task or function is within the scope of work to be undertaken by Questica professional services.
Customer task	The task or function is not within the scope of work to be undertaken by Questica professional services, but will be undertaken by The Customer, with such help from Questica as is detailed in the item description.
Not in scope	The task or function is not within the scope of work to be undertaken by Questica professional services, nor will it be undertaken by The Customer.

Questica and The Customer agree that the implementation of Questica Budget is a shared responsibility and that neither party is in total command of all the resources necessary to achieve objectives within mutually agreed timeframes. However, both Questica and The Customer agree that they will employ their best efforts to complete their agreed tasks on a timely basis. Neither Questica nor The Customer is expected to have resources available to mitigate timeframe slippage caused by the other party, and neither shall have an obligation to do so. The fixed price cost includes overhead of project management and analysis by Questica until the implementation services are delivered or 36 weeks contiguous from project kick-off, whichever occurs first. Where delays are not on the part of Questica, additional project management and consulting beyond this 36 week limit may be billable at Questica's standard services rate. Should the customer put the project on hold or cause work to be repeated or the project to be restarted, then a project change order will be required to cover restart, rework, rescheduling and retraining.

Initial Data Load
"Data import", "import workbooks", "import configuration", and "initial data load" are synonymous terms referring to the initial migration of data from The Customer's existing systems into Questica. Where this initial data load is to be performed by Questica, the data shall be returned to Questica in Excel workbooks. Questica's Project Manager will provide blank workbooks as an output of the initial discovery meetings. They will be adapted from standard templates to use The Customer's terminology and to incorporate all elements of The Customer's chart of accounts, other data entities, and columns within those data entities.
The Questica Budget system is a relational database built on a standard data model. Using the system's user interface, this data model may be enhanced to mirror The Customer's data structures, notably the chart of accounts that is unique to The Customer's institution. While all of the standard tables ('entities') must be retained, the following points are held to be true:

• Any of the standard entities may be renamed to match The Customer's terminology;
• Out-of-the-box entities may be ignored, or in some cases filled with place-holder data, if not useful;
• There is a defined, immutable, relationship between certain entities - for example Costing Centers (Operating) and Projects (Capital) roll up to a single Department, each in turn rolling up to a single Division;
• The GL Account/Account Category, Division/Department, Fund Category/Fund, and Asset Category/Asset Type structures must be consistent across all years and across the modules (Operating, Salaries, Capital and Performance);
• GL Account Categories must be categorized as containing either a revenue or expenditure accounts (accommodation is made for other account types in the Financial Statements module);
• Questica Budget enacts data integrity through the use of relational data structures. Data structures which do not follow accepted data principles (for example, re-using GL Accounts/Object Codes to mean different things to different Departments) can typically be accommodated but is not guaranteed and such accommodation can extend the import timeframe;
• A list of the standard entities and their relationship is available upon request.

The Customer will resolve any inconsistencies in the structures prior to providing them to Questica for import to Questica Budget. Where import data meets these requirements, Questica will populate the Questica Budget database within 10 business days of receiving the import workbooks. Data returned to Questica which violates Questica Budget's data integrity rules will extend this timeframe.

Integrations

"Integration" as used in this Scope of Work refers to the copying of data to and from systems external to Questica Budget.

Questica shall be responsible for providing the software interface into Questica Budget (including data transformations as described by The Customer) and the operational infrastructure required to manage the integration.

The customer agrees to provide Questica with assistance in understanding the nature and location of the data to be integrated and, where required, create or cause to be created all necessary sources of data including database queries, delimited files, and/or web services.

Data elements being copied into Questica will be imported provided that the element can be unambiguously matched to a pre-existing record (for example costing center, fund and GL account). An exception report is provided for data elements which cannot be thus matched.

Integrations will not create accounts, or segments of the account, where no such account exists in Questica.

While it is likely that Questica can accommodate additional chart of account segments ("chart fields"), and will try to do so, the general ledger integrations are designed to be at the division, department, cost center/project, fund and GL object level. Unless explicitly stated in this Scope of Work, Questica is not obligated to support the integration of additional chart of account segments.

Questica shall accommodate reasonable requests for mapping chart fields, to accommodate situations such as legacy account structures, however such mappings are not guaranteed, and complex and arbitrary mappings are not in-scope.

Unless specifically listed as a customization, Questica integrations do not include the synchronization of chart of account strings, segments, or combinations; which is to say that the list of funds, GL accounts, costing centers, and projects, etc. is not automatically updated from the general ledger or other external system.

Customizations

Customizations include custom business rules, modifiers, user interface (grids, forms, etc.), non-standard integrations, hand-crafted reports, and ad hoc entities. They are all detailed in section "2.9. Customizations" of this Scope of Work document. Sections prior to "2.9. Customizations" detail the delivery of standard product functionality and services.

2.1. Questica Budget Configuration & Shared Components

Functional Area	Description	Scope of Work
Implementation Hosting	Questica will configure production and test versions of Questica Budget during the implementation period.	In scope
Production Hosting	The Customer will provide a server operating environment as follows: • Microsoft® Windows Server®: supported versions - 2012R2, 2016 (Standard or Enterprise editions, 32 & 64 bit); • Microsoft Internet Information Server (IIS): component of installed Windows server; • Microsoft SQL Server® and SSRS (SQL Server Reporting Services): supported versions - 2014, 2016, or 2017 (Standard or Enterprise); • Microsoft .NET Runtime 4.6 installed; • Microsoft ASP.NET server extensions installed. To ensure the best experience of Questica Budget, the hosting web server must be permitted to issue outgoing HTTPS requests (port 443) to xxx.questica.com. This will allow for updated seat licenses and recommended application improvements covering functionality, performance, and security. The Customer will provide user workstation environments as follows: • A web browser: supported browsers - Internet Explorer 11 or newer, Microsoft Edge, Firefox latest release, Chrome latest release; • Microsoft .NET Runtime 4.6 installed; • Microsoft Excel® 2007 or newer (if spreadsheet export/import feature is required, and/or saving reports as Excel is required); • Microsoft Word® 2007 or newer (if scheduled reporting and/or saving reports as Word is required); • A ClickOnce browser extension (if self-serve report authoring is required from browsers other than Internet Explorer or Edge), or Microsoft's freely available desktop version of Report Builder installed. Questica implementation & technical staff will be granted remote access and permissions to the production system's server(s) for the purpose of system installation and implementation. Additionally, The Customer will provide a technical contact with the authority and proficiency to assist Questica in the configuration of Questica Budget While Questica imposes no limit to the number of instances of Questica Budget installed, Questica's professional services team will install, or assist with the installation of, no more than 2 instances of the system on The Customer's servers.	Customer task
Project Management	Questica will assign (upon City approval, not to be unreasonably withheld) a Project Manager/Analyst ("PM") to lead this implementation on Questica's behalf. The role and responsibility of the PM is to ensure that the product is implemented according to this Scope of Work and to carry out the tasks detailed in sub-section "2.10.1. Questica Project Management Responsibilities" of this Scope of Work.	In scope

	The PM will hold no more than 1 standing weekly status meeting, but is available via email and telephone for ad-hoc contact as needed.	
On-Site PM Visits	All work with the Questica project lead(s) will be carried out off-site and contact will be via normal telecommunication channels.	Not in scope
Application Level Security	Determine how and when to use the various security levels available within Questica Budget, enter users and assign them to groups and roles. Questica will assist with this task until such time as administrators have received training in the security component of Questica Budget.	Customer task
Single Sign-On	Configure Questica Budget to use The Customer's existing SAML (Azure AD) Authentication for user logon.	In scope
Import Configuration …		
Import Master Configuration Data	Configuration and data import of the following Questica standard data structures, using data supplied by The Customer in Excel® workbooks provided by Questica: • Division/Department hierarchy; • Fund Categories and Funds; • Account Categories and Expense and Revenue GL Accounts • Statistical Account Categories and Statistical Accounts • Performance Measure Units	In scope
Analytics …		
Standard Reports	Provision of Questica Budget's standard reports. These reports are provided as-is and may not fully address The Customer's specific reporting requirements.	In scope
Administrator Authored Reporting	Questica's reporting infrastructure allows users to create ad hoc views which can be used as datasets when using Report Builder 3.0 for administrator authored reporting ; as the data source for dashboard widgets; and as part of the ad-hoc analytics interface. Each ad hoc view requires a base "entity" (database table), which can be one of Questica's native data entities; a user configured entity; or a custom built "report entity" which consolidates the data from multiple entities and presents it to the ad hoc view as a single entity ready to report on. Questica will be provisioned with a set of useful report entities and sample ad hoc views.	In scope

2.2. Operating Module

The Questica Budget Operating module is included in this installation.

Functional Area	Description	Scope of Work
Optional Features …	*The following optional add-ins offer functionality necessary for very specific budgeting activities, as described. An additional license cost is associated with each add-in.*	
Staff Planning Add-in	The Staff Planning add-in is supplementary to the Salaries module. It is used to build budget based on shift plans for full shift coverage, for example staffing a hospital ward, rather than by head-count/FTEs. This add-in accounts for non-productive time and auto-allocates additional and partial Positions to ensure full shift coverage within costing Centers.	Not in scope
Configuration …		
Import Costing Centers	Configuration and data import of standard Questica Operating data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:• Create Costing Centers (for each historical and current/future budget year to be loaded);• Add Costing Centers to Departments consistent with, and shared by, the Capital budget module;• Associate Costing Centers with Funds;• Define Budget Promotion Stages.	In scope
Initial Data Load …		
Import Initial Budget	Import the current/future budget, with 1 years of future forecast data from data import workbooks: • Create dollar budget line items with GL Accounts ... at the Costing Center level. Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 2 prior years' Operating budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Operating actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Import Initial Statistical Budget	Import the current/future Operating statistical budget from data import workbooks: • Create statistical budget lines items with Statistical Accounts ... at the Costing Center level. If not in scope then The	Customer task

	Customer will add their budget data manually or using Questica Budget's spreadsheet import feature.	
Import Historic Statistical Budgets	Import prior years' Operating statistical budgets from data import workbooks. If not in scope then The Customer can add their historical data manually or using Questica Budget's spreadsheet import feature.	Customer task
Import Statistical Actuals Transactions	Import Operating statistical actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature.	Customer task
Integration …		
Budget Export	Automated facility to transfer the Operating module budget data from Questica Budget to The Customer's general ledger at the approved budget object/costing center level on an annual or other basis when invoked by a user.Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.In addition to the limitations noted in the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:• Questica will create no more than 1 custom export configuration of the approved budget;• No custom user interface will be created for the selective export of sections of the budget;• Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below).	In scope
Amended Budget Export	Automated facility to transfer individual approved amendments to the Operating module budget data, from Questica Budget to The Customer's general ledger, or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the general ledger cannot be updated by re-running the full export provided in the item in the "Budget Export" item above. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the budget amendments; • No custom user interface will be created for the selective export amendments; • Will be written to export either individual amendments as created or all amendments since the last export, as determined to be the best use-case, but not both options.	In scope

Actuals Import	Automated facility to transfer actual data from The Customer's Other general ledger to the Questica Budget Operating module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget.	In scope

2.3. Salaries Module

The Questica Budget Salaries module is included in this installation.

Functional Area	Description	Scope of Work
Initial Data Load …	*Configuration and data import of standard Questica Salaries data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to:* • *Create positions;* • *Create salary grades;* • *Create salary grade steps;* • *Create modifiers (benefits);* • *Create employees;* • *Allocate employees to positions;* • *Allocate positions to costing centers.* *For the purpose of the above, the definitions of positions, Salary grades, Salary grade steps, employees and modifiers shall be those found in the Questica Budget Salaries manual. The relationships between them shall be those currently supported by Questica Budget and described in the Questica Budget Operating Manual.* *Questica will carry out a second import of the Salaries module data if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live with the Salaries module.*	
Import Positions & Employees	Import from data import workbooks.	In scope
Import Grades & Scales	Import from data import workbooks.	In scope

Create Benefits (Modifiers)	Create "modifiers" to generate supplementary personnel costs such as benefits, allowances, and insurance. If not in scope then The Customer can enter modifiers manually. Note that modifiers are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to load modifiers in bulk from Excel® workbooks.	Customer task
Import Position/Costing Center Allocations	Import from data import workbooks.	In scope
Integration …		
Payroll Actuals Import	Automated facility to transfer actual payroll transactions at the employee/position detail level from The Customer's payroll system to the Questica Budget Operating module; automatically scheduled, and/or on demand.	Not in scope
HR Data Sync.	Automated facility to synchronize Salaries data between Questica Budget and The Customer's Sage HRMS HR system. Questica shall be responsible for providing the software interface into Questica Budget and the operational infrastructure required to manage the integration. The Customer shall be responsible for making available the data to be exported from the Sage HRMS system, either in CSV formatted files or by ensuring that the standard Sage HRMS to Questica Budget integration component is available for extracting data from and updating data within that system. This will be through the export and import of structured files or by providing database interfaces (stored procedures and queries). This integration synchronizes:• New, deleted and updated employees;• New, deleted and updated positions;• Changes in employee-position relationships;• Changes in position-costing center relationships. The integration of profiles (bargaining units), grades, steps, pay scales and benefits shall not be included unless expressly referred to in the "Customizations" section of this Scope of Work. Notwithstanding responses to Requests for Proposals or other communications between Questica and The Customer, the integration of custom chart field items is not included unless expressly set out in the "Customizations" section of this Scope of Work.	In scope

2.4. Capital Module

The Questica Budget Capital module is included in this installation.

Functional Area	Description	Scope of Work
Configuration …		
Import Projects	Configuration and data import of standard Questica Capital data structures, using data supplied by The Customer in Excel® workbooks provided by Questica. At a minimum, the files will contain the data necessary to: • Create Projects (including closed projects where historical	In scope

	budget is to be loaded); • Add Projects to Departments consistent with, and shared by, the Operating budget module; • Define Project Promotion Stages. The configuration data may optionally contain data necessary to: • Define Asset Categories & Asset Types; • Define Project Regions; • Define a Single Set of Project Ranking Metrics.	
Initial Data Load …		
Import Initial Budget	Import the current/future Capital budget, with 5 years of future forecast data from data import workbooks:• Create dollar budget line items with GL Accounts and Funds... at the Project level.Questica will carry out a second import of the current/future budget if required. This accommodates an initial data load at the start of the implementation and a refresh prior to going live.	In scope
Import Historic Budgets	Import 5 prior years' Capital budgets from data import workbooks. All prior years must have a chart of account structure that is the same, or a subset of, the initial budget. Only the amended OR the approved budget will be imported in each of these prior years, but not both.	In scope
Import Actuals Transactions	Import Capital actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature, or use the automated integration once that has been configured.	Customer task
Import Initial Statistical Budget	Import the current/future Capital statistical budget from data import workbooks: • Create statistical budget lines items with Statistical Accounts ... at the Costing visualization level. If not in scope then The Customer will add their budget data manually or using Questica Budget's spreadsheet import feature.	Customer task
Import Historic Statistical Budgets	Import prior years' Capital statistical budgets from data import workbooks. If not in scope then The Customer can add their historical data manually or using Questica Budget's spreadsheet import feature.	Customer task
Import Statistical Actuals Transactions	Import Capital statistical actuals transactions from data import workbooks. If not in scope then The Customer can add their historical data manually, or using Questica Budget's spreadsheet import feature.	Customer task
Integration …		
Budget Export	Automated facility to transfer the Capital module budget data from Questica Budget to The Customer's general ledger or project ledger the approved budget object/costing Summarized level on an annual or other basis when invoked by a user.Note that this scope item is in addition to the built-in budget export, which will create a CSV file using the configured account structure suitable for import into most general ledger systems.In addition to the limitations noted in	In scope

	the general Integrations section of this Scope of Work; and notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points:• Questica will create no more than 1 custom export configuration of the approved budget;• No custom user interface will be created for the selective export of sections of the budget;• Exports the entire budget (does not support the export of changes since the last export, such as amendments, which is a separate integration, see "Amended Budget Export" below).	
Amended Budget Export	Automated facility to transfer individual approved amendments to the Capital module budget data, from Questica Budget to The Customer's general ledger (or project ledger), or the other direction as required. This interface is required only in the case where The Customer requires the amended budget to be synchronized between the two systems and where the target system cannot be updated by re-running the full export provided in the item in the "Budget Export" item above. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 custom export configuration of the budget amendments; • No custom user interface will be created for the selective export amendments; • Will be written to export either individual amendments as created or all amendments since the last export, as determined to be the best use-case, but not both options.	In scope
Actuals Import	Automated facility to transfer actual data from The Customer's general ledger or project ledger to the Questica Budget Capital module at a transaction level on a daily basis when automatically scheduled; and/or on demand. Note that this scope item is in addition to the built-in actuals import which is able to read a CSV file, provided it conforms to some simple formatting requirements and the configured account structure. Notwithstanding items expressly referenced in the "Customizations" section of this Scope of Work; and/or other communications between Questica and The Customer to the contrary, standard limitations of this integration include, but are not limited to, the following points: • Questica will create no more than 1 import configuration of the actual costs transactions; • A user interface will be created for the selective import of sections of the budget within two date ranges, no other criteria will be available; • Imports only actuals transactions, which is to say that it cannot be used to amend the budget.	In scope
Statistical Budget Export	Automated facility to transfer the Capital statistical budget data from Questica Budget to a single target system at the	Not in scope

	approved budget object/costing Visualization level on an annual or other basis when invoked by a user.	
Amended Statistical Budget Export	Automated facility to transfer individual approved amendments to the Capital statistical budget data, from Questica Budget to a single target system, or the other direction as required. This interface is required only in the case where The Customer requires the amended statistical budget to be Summarize between the two systems and where the target system cannot be updated by re-running the full export provided in the item in item above.	Not in scope
Statistical Actuals Import	Automated facility to transfer actual data into Questica Budget Capital statistical module at a transaction level on a daily basis when automatically scheduled; and/or on demand.	Not in scope

2.5. Financial Statements

The Questica Budget Financial Statements optional feature is not included in this implementation.

2.6. Performance Measures

The Questica Budget Performance Measures module is included in this installation.
Note that read-only licences are not available for Questica's Performance Measures module, as such the purchase of an 'Unlimited Read Only' licence does not grant read-only users access to this module.

Functional Area	Description	Scope of Work
Configuration …		
Measure Categories and Units	Configuration of Performance Measures Categories and Units, establishing those lookup values within the system. If not in scope then The Customer will leverage Questica provided training to determine how to configure these.	Customer task
Import Data …	*Initial Performance Measures imported into Questica Budget from Excel® files ("workbooks")*	
Measures	If not in scope then The Customer will leverage Questica provided training to determine how to enter Performance Measures into the system. Note that Measures are not simple 2 dimensional data that can be represented in a spreadsheet. It is not possible to create Measures in bulk from Excel® workbooks."	Customer task
Scorecards	If not in scope then The Customer will leverage Questica provided training to determine how to configure Performance Measure Scorecards within the system.	Customer task
Integration …	*If automated import of Measure Actuals is required then a custom interface can be specified in the "Customizations" section of this Scope of Work.*	

2.7. OpenBook

Questica's "OpenBook" cloud service for data transparency is not included in this implementation.

2.8. Training

Functional Area	Description	Scope of Work
Questica maintains a substantial set of training courseware online in the Questica Academy. All relevant material on the Academy is available to all users during and after the implementation. *Questica's standard training model is to train the trainers and/or advanced users within the Customer's organization in all aspects of the application related to the system delivered. Training is a blend of online courseware and "live" training, either in a classroom or via a web conference. In the case of video training the project manager will field any outstanding questions. Where a specialist trainer is "In Scope" below this might be as a follow-up to a video or presentation of the entire course.* *Questica's project manager will help determine at which point in the implementation the delivery of training is most appropriate. The Customer may prefer to receive some or all of their training in the early stages of the implementation, in the knowledge that such training will need to be carried out using a generic training database. Alternatively the Customer may choose to wait until the implementation is substantially complete in order to be trained on their own instance of Questica. Having received train-the-trainer training, the Customer is responsible for training the "end users", except where explicitly included in scope (below).* *Note that Questica offers, as a service, the creation of online courseware for end users that is tailored to the Customer's system and processes.* *The following sections detail the proposed training. The project manager and the Customer will determine the final training plan and topics may be swapped to receive more of one and less of another, provided that the total amount of training does not exceed the proposed plan.*		
Training: Administration	Training in Questica Budget administration is delivered via a series of training courseware, such as pre-recorded videos. This will be delivered in one training session.	In scope
Training: Administrator Authored Reporting	Training in the use of ad hoc views and dashboards is delivered via pre-recorded training videos. Questica also provides instructional videos on the use of the Report Builder 3.0 report authoring tool but recommend that users make use of the many online resources to gain expertise in this tool. This will be delivered in one training session.	In scope
Train-the-Trainer: Operating	"Train the trainer" training in the use of Questica Budget's Operating module. Up to 2 training sessions will be held on this topic.	In scope
Train-the-User: Operating	"Train the user" training in the use of Questica Budget's Operating module.	Customer task
Train-the-Trainer: Staff Planning	"Train the trainer" training in the use of Questica Budget's Staff Planning feature.	Not in scope

Train-the-User: Staff Planning	"Train the user" training in the use of Questica Budget's Staff Planning feature.	Not in scope
Train-the-Trainer: Salaries	"Train the trainer" training in the use of Questica Budget's Salaries module. This will be delivered in one training session.	In scope
Train-the-User: Salaries	"Train the user" training in the use of Questica Budget's Salaries module.	Customer task
Train-the-Trainer: Capital	"Train the trainer" training in the use of Questica Budget's Capital module. Up to 2 training sessions will be held on this topic.	In scope
Train-the-User: Capital	"Train the user" training in the use of Questica Budget's Capital module.	Customer task
Train-the-Trainer: Performance Measures	"Train the trainer" training in the use of Questica Budget's Performance module is via pre-recorded training video. In addition, one training session. will be held on this topic.	In scope
Train-the-User: Performance Measures	"Train the user" training in the use of Questica Budget's Performance module.	Customer task
Custom Instructional Videos/eLearning Courseware	Custom Instructional on-boarding videos and eLearning courseware for end-users, demonstrating general system usage and how to enter and query budgets according to the customer's process.	Not in scope
On Site …		
On-Site Training Visits		Not in scope

2.9. Customizations

2.9.1. Custom Business Rules (CBRs), Modifiers, User Interface

The following customizations are included within this Scope of Work:

● Police Step Plan

● Fire Union Compensation Schedule

Customizations not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.2. Custom Reports, Custom Ad Hoc Entities and Custom Dashboards

This project includes 100 hours identified exclusively for the development of the following reports and/or ad hoc entities. Work on these shall not exceed 100 hours except on receipt and acceptance of a change order, which may require additional funding:
● Report: Placeholder for Custom Reporting
*** Notes: Placeholder for Custom Reporting

Custom reporting and dashboard requirements not listed here can be accommodated upon receipt and acceptance of a change order, which will include a specification and may include an estimate for the work to be charged on a time & materials basis at the applicable rate.

2.9.3. Specifications

Before Questica undertakes any customizations described herein, as well as integrations with other systems, and data imports, The Customer and Questica shall prepare and sign-off on the detailed specifications ("Specifications") for the work to be performed.

2.9.4. Change Orders

Any changes to the agreed specifications, including changes requested by The Customer within the warranty period, shall be the subject of a new change order and the work to be carried out thereunder shall be separately quoted, agreed, and billed and shall not be included as part of this Scope of Work.

2.9.5. Warranty

Once completed the custom work shall be warranted by Questica in accordance with the "Technical Support Services" section of the Questica Software License Agreement.

2.10. Project Management

2.10.1. Questica Project Management Responsibilities

1. Coordinating the development of the project plan in consultation with The Customer project manager and team members.

2. The timely delivery of items identified as "In scope" within this SoW.

3. Ensuring that members of The Customer staff are sufficiently educated in the Questica Budget application to understand the implications of initial design decisions.

4. Providing The Customer with timely and detailed descriptions of the items identified as "Customer task" within this SoW.

5. Advising The Customer of expected completion dates for items identified as "Customer task" within this SoW.

6. Advising The Customer of the impact on the expected delivery dates of "Customer task" items when prerequisite customer tasks, such as the completion of data import templates or approval of report specifications, are advanced or delayed.

7. Monitoring the progress of the project and advising The Customer of risks to its on-time completion.

8. Coordinating the completion and approval of change orders.

2.10.2. The Customer Project Management Responsibilities

1. The timely delivery of items identified as "Customer task" within this SoW.

2. Advising The Customer of expected delivery dates for items identified as "Customer task" within this SoW.

3. Ensuring that change orders contain a full specification of the changes required.

4. Ensuring that customizations are fully specified and documented.

5. Ensuring that all Customer team members have a clear understanding of their responsibilities to the project.

2.10.3. Project Planning

1. The project plan will be prepared by the Questica project manager in consultation with The Customer's project manager and team members.

2. The project planning phase will determine whether Questica Budget modules are to be implemented serially or in parallel and, if serially, the order of module implementation.

3. The implementation of each Questica Budget module will involve the following stages:

   a. An overview of, and training in, the module and the ways in which the module can be extended by configuration and customizations.

   b. A determination of how best to configure and, if necessary, customize the module to meet the objectives of The Customer.

   c. An overview of the advantages and, if present, disadvantages of the proposed configuration and customizations.

   d. Documentation of the agreed configuration and customizations.

   e. The preparation of data import templates consistent with the agreed configuration and customizations.

   f. The completion by The Customer of the data import templates.

   g. The import by Questica of the data import templates.

   h. Customer approval of the imported Questica Budget structures and data.

   i. The creation of custom report entities to support The Customer's reporting, where such reporting is not readily available within Questica Budget's "natural" data model.

   j. Training in the creation of (ad hoc) views, and ad hoc print reports using Microsoft Report Builder 3.0.

   k. Determination of custom reporting requirements that cannot be met by the standard reports and the use of the out-of-the-box ad hoc reporting features.

   l. The preparation of change orders and specification for any custom reports not detailed in this Scope of Work.

   m. The development by Questica of any required custom reports, whether detailed in this Scope of Work or added to the scope through a change order.

   n. The testing and acceptance of custom reports and report views.

   o. The deployment of custom reports and report views.

p. The development of an integration strategy for updating the Questica Budget database with actual result data from the financial system and the passing of budget data into the financial system.

q. The development by The Customer of the integration components (queries, intermediate tables, file output/input etc.) which are required to access actual data from the financial system/HR System and update the financial system with budget data.

r. The development by Questica of:

   i. integration components which transform budget data prior to updating the financial system;

   ii. integration components which transform actual result data prior to updating the Questica Budget database;

   iii. integration components required to initiate the execution of integrations.

s. The deployment of all integration components.

t. The testing and acceptance by The Customer of the integration components.

2.11. Customer Resources

1. The requirement for Customer resources is variable with:

   a. The duration of the project.

   b. The degree of internal Customer consultation.

   c. The level of internal Customer agreement.

   d. The number of customizations.

   e. The familiarity of Customer staff with the SQL Server environment.

APPENDIX D – Contract Exceptions

This Appendix D is reserved for agreed upon changes or exceptions to the License and Service Agreement. Changes in this Appendix D supersede and replace the identified language or section from the License and Service Agreement.

END OF LICENSE AND SERVICE AGREEMENT DOCUMENT